

MORTGAGE RECORD NO. 465

37

#240652 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. E. Richey, a single man,
 of Tulsa, County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to W. Warren Ferrell,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South Forty Five (845') feet of Lots
 Eleven (11) and Twelve (12) in Block
 Twenty Five (25) of College Addition to
 the City of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

RECORDED
 I hereby certify that this instrument was filed for record in my office on 11/6/29 day of Sept. 1923
 at 10 o'clock A. M.
 By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.
 This mortgage is given to secure the principal sum of Two Thousand Two Hundred one and 17/100 - - -
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from date
 according to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty Five Notes in the sum of \$25.08 each, the first of which
 becomes due October 15th, 1923, and one on the 15th of each and
 every month for a period of thirty five months. One note in the
 sum of \$1804.28 due September 15th, 1926. All notes dated Sept-
 ember 15th, 1923, and bear interest at the rate of 8% per annum,
 payable monthly, from maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y, hereby
 covenant S and agree S to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed on the premises, and to keep insured in favor of second party,
buildings on said premises.
 It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of Ten per cent and fifteen ----- DOLLARS,
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SS hereby expressly waive appraisal of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of September, 1923 R. E. Richey

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 15th
 day of September, 1923, personally appeared R. E. Richey, a single man,

and -----
 to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires Mar. 7, 1925. (SEAL) Hazel Stephens, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Sept. A. D., 1923
 at 10 o'clock A. M.

By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk